ORIGINAL

PROPOSED ORDER OF AMERITECH ILLINOIS
version #2 (to be used only in the event petition is not dismissed and Commission reaches specific arbitration issues over Ameritech Illinois's objection that SCC is not a telecommunications carrier; Ameritech Illinois submits this proposed order without prejudice to its objections)

Before the
ILLINOIS COMMERCE COMMISSION

In the Matter of the Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.	))))))	Docket No. 00-0769

PROPOSED ORDER

By the Commission:

I. Introduction and Procedural Background

On December 5, 2000, SCC Communications Corporation ("SCC") filed a Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to establish an interconnection agreement with Illinois Bell Telephone Company d/b/a Ameritech Illinois ("Ameritech Illinois"). The Petition identified 50 unresolved issues and stated SCC's position with respect to those issues. On January 2, 2001, Ameritech Illinois filed its Response to the Petition, setting forth its positions on the issues identified by SCC and identifying six additional arbitration issues.

On December 14, 2000, Hearing Examiners Terrence Hilliard, Leslie Haynes and Claudia Sainsot held a pre-hearing conference. As a result of that conference, the Hearing Examiners set a schedule for party filings and continued the hearings to January 26 and 29, 2001.

On December 15, 2000, Ameritech Illinois filed its Motion to Dismiss Petition for Arbitration. SCC and Staff filed responses to Ameritech Illinois's motion on December 22. At a status hearing held December 28, 2000, the Hearing Examiners denied the motion.

On December 21, 2000, Ameritech Illinois filed a Motion to Strike Portions of the Petition as well as its Petition for Interlocutory Review of Denial of Motion to Hold Proceedings in Abeyance. SCC filed its response to the petition for interlocutory review on December 29,

and its response to the motion to strike on January 4, 2001. On January 10, 2001, the Commission denied Ameritech Illinois's petition for interlocutory review. On January 11, the Hearing Examiners granted Ameritech Illinois's motion to strike.

On January 8, 2001, Ameritech Illinois filed a Petition for Interlocutory Review of the Denial of Motion to Dismiss the Petition for Arbitration. On January 12, Ameritech Illinois withdrew without prejudice this petition for interlocutory review. That same day, at the request of Ameritech Illinois and SCC, a revised schedule for the proceeding was adopted. SCC filed an Amended Petition for Arbitration on January 25, 2001.

SCC filed the verified statement of Cynthia Clugy on December 19, 2000, and Ameritech Illinois submitted verified statements of Daniel L. Colin, Bryan Gonterman, Thomas J. Latino, Mark Novack, Michael D. Silver, and Rita Zaccardelli on January 4, 2001. On January 29 and 31, 2001, Staff of the Illinois Commerce Commission filed the verified statements of its witnesses addressing SCC issue numbers 1.K, 4 and Ameritech Illinois issue numbers 1, 2 and 6. Ameritech Illinois and SCC filed supplemental verified statements on February 2, 2001, along with an updated issues matrix.

An evidentiary hearing on unresolved issues was held in Chicago, Illinois on February 5, 2001. At the conclusion of the hearing, the Hearing Examiners approved a briefing schedule which provided for the filing of simultaneous briefs on unresolved issues, including Ameritech Illinois's arguments in favor of dismissal, on February 9, 2001, with reply briefs (limited to answering Ameritech Illinois's arguments in favor of dismissal) due February 16, 2001. The record was then marked "Heard and Taken."

II. Analysis

ISSUE 1.B.1 Advanced Services: Acceptability for Deployment

Ameritech Illinois Position

Ameritech Illinois contends that the rules and procedures for deployment of advanced services (which precisely track the rules laid out by the FCC) should be set forth in a separate DSL appendix. Accordingly, Ameritech Illinois opposes SCC's proposal to load those rules into the definitions section of the General Terms and Conditions.

SCC Position

SCC seeks to define advanced services as "high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality voice, data graphics or video communications using any technology." Thus, if the definition of advanced services includes the rules that define when such services are "acceptable for deployment," SCC proposes that the definition must reference the FCC's criteria for determining acceptability as established in its Line Sharing Order.

Commission Analysis and Conclusion

The issue here is quite narrow. The FCC has recognized the need to protect the quality and reliability of the traditional, circuit-switched telephone network, and to prevent the deployment of certain advanced digital technologies that might interfere with the signals of other carriers and end users. The FCC has already established the procedural and substantive rules for determining whether a given advanced technology is acceptable for deployment. Ameritech Illinois proposes that the agreement follow the FCC's rules, and SCC agrees – in fact, it insists that the agreement "*must* reference the FCC's criteria for determining acceptability." SCC Petition, at 31 (emphasis added).[1]

The issue, then, is how best to reflect the parties' agreement. The Commission finds that the rules for deployment of advanced services should be set forth in a separate appendix designed specifically for those services, just as in Ameritech Illinois' interconnection agreements. Am. Ill. Ex. 2 (Colin Direct) at 3-4. In this way, the Agreement will contain specific rules and procedures, and the parties will know exactly where to look for them (and where to go if they need to amend the rules going forward, given the rapid evolution of the law and technology in this area). *Id.* at 3 ("Were the terms and conditions specific to DSL scattered throughout the interconnection agreement, it would be very difficult to manage modifications and ensure that the terms and conditions remain consistent").

Conversely, the Commission rejects SCC's proposal that the Agreement merely contain a one-sentence definition of advanced services in its General Terms and Conditions. The definition was issued by the FCC *before* it laid out the more specific rules on such services in its *Line Sharing Order*, and it does not reflect those rules (even though SCC states that it should). Tr. 133 ("The technology is changing . . . . we have to go with more specificity than what's shown in a year-and-a-half old book"). Nor does it track the definition contained in the FCC's SBC/Ameritech merger conditions, which bear on other appendices. Am. Ill. Ex. 2 (Colin Direct) at 3. Clearly, if SCC intends to deploy advanced services at some point, the Agreement should contain more detail as to what services may be deployed and how SCC can go about

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[1] Under the FCC's rules, prior to deploying advanced technology, a party must give the incumbent carrier notice of the type of technology it proposes to use along with certification that such technology is acceptable for deployment. *In re Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 14 F.C.C. Rcd. 20, 912, ¶ 204. The FCC's rules provide that an advanced services loop technology, like xDSL service, is "presumed acceptable for deployment" if it either (1) complies with existing industry standards; or (2) is approved by an industry standards body, the FCC, or any state commission as acceptable for deployment; or (3) has been successfully deployed by any carrier without significantly degrading the performance of other services. 47 C.F.R. § 51.230(a). The requesting carrier has the burden of demonstrating to the state commission that its proposed technology satisfies one of these standards and that it will not degrade the performance of other advanced services or traditional voice services. *Id.*, § 51.230(c). If, and only if, the requesting party meets that burden, the incumbent LEC then has the burden of showing that the technology in question would significantly degrade the performance of other services. *Id.*, § 51.230(b).

ordering and deploying them. The only practical way to provide that level of detail is by a separate appendix, as Ameritech Illinois suggests.

ISSUE 2(b) Tariffs

Ameritech Illinois Position

According to Ameritech Illinois, pricing for 911-related services should be determined by Ameritech Illinois's Commission-approved special access tariffs, or (if the specific product or service does not appear in the tariff) by the Bona Fide Request process. Ameritech Illinois objects to pricing based on rates for unbundled access, because those rates apply only to elements used for telecommunications services, and because SCC's 911 offering is not a telecommunications service.

SCC Position

SCC contends that the rates, terms and conditions of the services, arrangements, and facilities to be provided under the interconnection agreement must be set forth in the Agreement. SCC objects to Ameritech Illinois' proposed references to tariffs as "vague" and "unspecified." SCC, therefore, proposes that all pricing be specified in an appendix to the Agreement.

Commission Analysis and Conclusion

The bottom-line question here is the prices that SCC should pay for the products and services it receives under the Agreement. The answer is simple. The Commission has already approved prices for most, if not all, of these products and services as part of Ameritech Illinois's special access tariffs. The Agreement need only incorporate those tariffs by reference; thus, if the Commission approves new or different prices, the prices paid by SCC would be updated automatically. To the extent SCC seeks a product or service that is not set forth in the special access tariffs, the Agreement (just like Ameritech Illinois's standard interconnection agreements) should set forth a Bona Fide Request procedure to determine a price.

SCC contends that pricing should be based on the rates for unbundled access. But the 1996 Act provides that those rates apply only to unbundled network elements requested by a "telecommunications carrier for the provision of a telecommunications service." 47 U.S.C. § 251(c)(3). SCC would pay the UNE rates specified by the Act if – but only if – all three of the following conditions are satisfied:

(a) SCC seeks access to a facility that qualifies as an unbundled network element;

(b) SCC is a "telecommunications carrier" as that term is defined in the Act; and

(c) The specific service SCC intends to provide, using the product or service ordered from Ameritech Illinois, is a "telecommunications service" as that term is defined in the Act.

The Commission finds that SCC's 911 offering is not a "telecommunications service" because it is not offered "directly to the public" as the Act requires. In a brief it filed on February 12, 1999, in the Public Utility Commission of Texas, SCC admitted:

> § 251(c)(2) of the FTA [federal telecommunications act] does not require SWBT to provide SCC unbundled access . . . because . . . ***SCC is not a telecommunications carrier***." (Am. Ill. Post-hearing Br. attachment 1 at 3) (emphasis added).

In its arbitration petition here (at 3-4), SCC has similarly acknowledged that it provides services to "*service provider* customers," *not* directly to the public or to such classes of users as to be effectively available directly to the public. As SCC explained, its service "aggregates and transports such traditional and nontraditional emergency call traffic from multiple *service providers* to appropriate Selective Routing Tandems where such traffic is then transported to the Public Safety Answering Points." On its website, SCC repeatedly identifies its customers as "Incumbent Local Exchange Carriers (ILECs), Competitive Local Exchange Carriers (CLECs), Integrated Communications Providers (ICPs) and Wireless Carriers" who can "outsource their 9-1-1 management requirements to us." (Am. Ill. Post-hearing Br., Attachment 2, first page.) (*See also id.*, second page.). And in its September 14, 2000, Application for Certificate to Become a Telecommunications Carrier in Illinois ("Application") (Am. Ill. Post-hearing Br. attachment 3), SCC acknowledged, "SCC does not have any end-user telephone subscribers." *Id.* at 8, 9. Rather, "As an agent for incumbent local exchange carriers, competitive local exchange carriers, integrated communications providers, and wireless carriers, SCC provides database management services nationwide." (*Id.* at 3.)

Accordingly, SCC fails test (c), and does not qualify for UNE pricing.

The Commission also rejects SCC's attempt to import a list of prices it took from Ameritech Illinois's CLEC website. The list was not introduced or even mentioned in SCC's direct testimony or in two rounds of supplemental direct testimony. At the hearing, SCC attempted to support its admission by referring to inadmissible statements made during the parties' settlement negotiations. Tr. 186. SCC's witness assumed the prices might apply to SCC, but admitted on *voir dire* that she did not know the circumstances under which the prices were derived, or the types of carriers to which they would apply; thus, she did not know whether SCC qualified for such pricing. Tr. 184 ("[T]he pricing appendix . . . has no language regarding how they were derived or to whom they're applicable."). And because the issue was not raised until the hearing, Ameritech Illinois had no notice or opportunity to present witnesses to rebut SCC's view of those negotiations and to explain the source, application, and limitations of the price list.

As a result, SCC did not give the Commission a full picture. It presented only the price list itself, not the accompanying introductory material. Ameritech Illinois points out in its post-hearing brief that the "link" to the price list specifically admonishes carriers (under the heading "ATTENTION") that Ameritech Illinois "reserve[s] the right to delete, add, and/or modify any information contained in our Multi-state generic [agreement] including any appendices, schedules and/or attachments thereto, at any time prior to the execution of a final Agreement by both parties." Am. Ill. Post-hearing Br. attachment 5, first page. Further, the price list is part of

a generic Pricing Appendix that provides: "If, during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix . . . to incorporate such new rates, prices and charges." Am. Ill. Post-hearing Br. attachment 5, Pricing Appendix, § 1.6.

Moreover, the Commission notes that the price list simply repeats the UNE rates established by this Commission. Thus, because SCC does *not* qualify for UNE rates, as the Commission has found above, it does not qualify for the price list. And even if SCC had qualified for UNE rates, the Commission would reject SCC's attempt to insert the price list itself into the agreement. Rather, the agreement would simply incorporate, by reference, the Commission-approved UNE rates (supplemented by the special access tariffs or by the Bona Fide Request Process), and provide that the rates would be modified to reflect changes in law or the approval of new rates – just as the complete version of the price list does. Am. Ill. Post-hearing Br. attachment 5, Pricing Appendix, § 1.6.

ISSUE 6(b) Unbundled Network Elements

Ameritech Illinois Position

Ameritech Illinois takes the position that unbundled access should be limited to the elements specifically set forth in the agreement, and that the Commission need not and should not adopt SCC's proposal that the Agreement provide for unbundled access to network elements "as required by applicable law." Ameritech Illinois contends that the Agreement already provides for access to all the elements currently required by law, and it provides an orderly procedure for addressing any changes in applicable law. Ameritech Illinois objects to SCC's proposed language as vague.

SCC Position

According to SCC, Section 1.5 of the Agreement should be amended to clarify that SCC has a right of unbundled access to any network element established by the FCC, this Commission, or any other state Commission governing SBC's 13 state operations, regardless of whether those elements are expressly set forth in the SCC/SBC Agreement. SCC opposes Ameritech Illinois's proposed limitation of unbundled network elements to those set forth in the agreement, for several reasons: (1) it undermines the authority of this Commission and the FCC to ensure the availability of UNEs; (2) it violates the FCC's rules in the SBC/Ameritech Merger Order; (3) it creates an obvious disparity between SBC's treatment of itself and its treatment of SCC; and (4) it is inconsistent with the interconnection negotiation guidelines established by the FCC.

Commission Analysis and Conclusion

There is no dispute that Ameritech Illinois's proposed agreement provides for unbundled access to all the network elements for which such access is now required by law. Ameritech

Illinois's proposal also allows for changes in governing law, including any new network elements that Ameritech Illinois might be required to unbundle at some later date. The language of that provision (section 21.1 of the General Terms and Conditions) is also undisputed.

The Commission rejects SCC's suggestion that the Agreement (specifically, section 1.5 of the UNE Appendix) should further require Ameritech Illinois to provide unbundled access not only to those elements "expressly set forth in this Agreement" but also "as required by applicable law." SCC's proposal is unnecessary, unworkable, and unsupported. SCC argues that its proposal would allow it to order any UNEs that might be identified in future FCC or Commission orders, but the Agreement's change-of-law provisions already do that. To the extent SCC wants a new UNE *before* the change-of-law provision takes effect, the Agreement takes care of that, too, by allowing SCC to submit a Bona Fide Request. Thus, SCC's contentions that Ameritech Illinois's proposal would either "undermin[e] the authority of the FCC and this Commission" to add new UNEs, or "prevent SCC from availing itself of any newly identified UNEs" are unfounded.

The only thing SCC's half-sentence adds is unnecessary confusion. SCC's language is vague and virtually invites future disputes as to what the "applicable law" is, when it becomes effective, and how it is to be implemented. At six words, it does not provide any practical guidance for SCC to order and Ameritech Illinois to provision the hypothetical new UNEs SCC might someday want. By contrast, the change-of-law provisions set forth an orderly procedure to accommodate new UNEs, by amending the Agreement to include the requisite procedures and pricing.

SCC has offered absolutely no evidence to support its proposal or to show that the existing change-of-law and BFR provisions are inadequate in any way. The Agreement already addresses all the UNEs currently required by "applicable law," and it already addresses the possibility that new UNEs might be identified at some later date. The Commission accordingly adopts Ameritech Illinois's proposed language and rejects SCC's vague and unworkable proposal.

ISSUE 6(c) Provisioning and Maintenance of UNEs

Ameritech Illinois Position

Ameritech Illinois maintains that, under the 1996 Act, it need only provide access to elements of its existing network, and further argues that it cannot be required to create and provide facilities that do not exist. Thus, to the extent SCC requests unbundled access where facilities are not available, it must use the Bona Fide Request ("BFR") process.

SCC Position

SCC's position is that the BFR process is not applicable when competitors like SCC seek to access UNEs that SBC is legally obligated to provide, regardless of whether: (1) those UNEs are available at the time of ordering or (2) the UNEs are identified in this Agreement or a generic

appendix. According to SCC the FCC has made clear that the BFR process is not a prerequisite to accessing UNEs under § 251(c) of the Act. "[S]ection 251(c) does not impose any bona fide request requirement." The FCC has also recognized that the BFR process can impede market entry by competitors. In addition, to the extent that Ameritech Illinois has negotiated in any of its 13 states to provide a UNE without the BFR process, SCC contends that it must provide those same UNEs without the BFR process to SCC, pursuant to the requirements of the most favored nation provisions in the SBC/Ameritech Merger Order.

SCC argues that once an element has been designated a UNE under § 251(c), at no time should the BFR process apply to that element. Thus, SCC contends that it need not submit a BFR to access any element designated as a UNE under § 251(c) by the FCC or this Commission, regardless of whether that UNE is available at the time SCC submits the order for that UNE or whether that UNE is identified in this Agreement or a generic appendix. Rather, in SCC's view, the Agreement should allow for BFRs only when SCC requests a new UNE, or combination of UNEs that Ameritech Illinois does not have an obligation to provide under the rules of the FCC or this Commission.

Commission Analysis and Conclusion

To the extent it qualifies for such access, the Agreement allows SCC to request unbundled access to an element of Ameritech Illinois's existing network. In some cases, SCC might request access to an element that does *not* exist at the location requested, or that does not exist anywhere in Ameritech Illinois's network. For example, SCC anticipates that it will order unbundled local transport to move 911 traffic, say from point A to point B. Ameritech Illinois might not have any transport facilities between points A and B.

Clearly, there is a difference between providing access to an existing facility, as opposed to creating a new facility that does not exist. The 1996 Act recognizes that difference. As the Eighth Circuit has held, "subsection 251(c)(3) implicitly requires unbundled access only to an incumbent LEC's existing network--not to a yet unbuilt superior one." *Iowa Utilities Bd. v. F.C.C.*, 120 F.3d 753, 813 (8th Cir.1997), *aff'd in part and rev'd in part on other grounds sub nom. AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999). And with respect to unbundled transport, the FCC has applied the same distinction. *See In re Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 F.C.C. Rcd. 3696 (1999):

> In the Local Competition First Report and Order, the Commission limited an incumbent LEC's transport unbundling obligation to existing facilities, and did not require incumbent LECs to construct facilities to meet a requesting carrier's requirements where the incumbent LEC has not deployed transport facilities for its own use. . . . . [W]e do not require incumbent LECs to construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use.

The Commission must observe the same fundamental difference between unbundling current facilities and creating new ones. To the extent SCC requests access to an unbundled network element that is not then available, it can submit a Bona Fide Request. Ameritech Illinois

would then consider SCC's request and develop and quote a price as appropriate. UNE Appendix, § 2.9.1; Am. Ill. Ex. 3 (Silver Direct) at 5. Alternatively, if Ameritech Illinois can fill SCC's order by modifying existing facilities, it would proceed under its Facilities Modification Process to determine the work involved and develop and quote a price (there is no charge for certain routine work). *Id.* at 5-6; Am. Ill. Ex. 4. This gives SCC the same treatment Ameritech Illinois gives its affiliates and itself. Tr. 150-51. As Mr. Silver explained at the hearing, if Ameritech Illinois sought to provide retail services where facilities were not available, it "would have to internally go through a similar process where we'd have to identify what the facilities are . . . and whether or not we could provide that. And we would have to make the cost determination internally whether that's a feasible thing to do or not." Tr. 151.

Under SCC's proposal, Ameritech Illinois would have to *create* UNEs in the same time, at the same price, and by the same procedure, as it provides access to existing UNEs. In other words, Ameritech Illinois would have to provide SCC transport from point A to point B, even if it does not have facilities between points A and B, in the same way as if it did have such facilities in place. SCC has presented no evidence to support such a result. And the FCC and the Eighth Circuit have rejected SCC's approach, which would transform Ameritech Illinois into SCC's private construction contractor and engineer. By law, Ameritech Illinois need not provide SCC access to a "yet unbuilt" network *at all*; clearly, it cannot be required to provide such access in the manner requested by SCC.

ISSUE AIT-2(b) Effect on Contractual Relationship

Ameritech Illinois Position

Ameritech Illinois contends that, in addition to providing advance notice that a CLEC has chosen SCC as its 911 service provider, SCC should be required to cooperate with Ameritech Illinois in amending its contract with that CLEC, so as to ensure an orderly transition of service and release Ameritech Illinois from any contractual obligations that SCC has undertaken.

SCC Position

SCC responds that it would be unreasonable to require SCC to work with Ameritech Illinois to amend its contracts with a CLEC, because SCC is not a party to any of the contracts between Ameritech Illinois and its customers. Thus, SCC contends, whether and how those agreements are modified to reflect a customer's use of SCC's services is an issue for Ameritech Illinois and that customer to resolve. SCC also claims that Ameritech Illinois will continue to play an important role in E9-1-1 provisioning, and that it would be inappropriate for Ameritech Illinois to be relieved of "any contractual obligations that Ameritech Illinois has as the CLEC's 911 provider."

Staff Position

Staff initially opposed Ameritech Illinois's proposal, which Staff construed as a requirement that SCC act as an agent of Ameritech Illinois in contract negotiations with CLECs. In its post-hearing brief, however, Staff clarified that if "Ameritech Illinois is simply looking for SCC to provide proof and coordination so that 911 service will be continuous, that cooperation and coordination is mandatory." Thus, in general, Staff supports post-connection notice and continuing cooperation. Staff opposes Ameritech Illinois's proposal as "ill-defined."

Commission Analysis and Conclusion

Currently, CLECs obtain 911 services from Ameritech Illinois pursuant to their interconnection agreements with Ameritech Illinois. SCC's aim is to replace Ameritech Illinois as the 911 provider for those CLECs. To the extent SCC succeeds, it is in the interest of the end users – and in the interest of public safety – that the handoff of a CLEC's 911 services be as smooth as possible. Otherwise, the CLEC's end users (who would probably not even be aware that their carrier has switched from Ameritech Illinois to SCC) might find themselves without 911 service at a critical moment. As Staff witness Gasparin explained: "There has to be coordination between the parties, SCC and [Ameritech Illinois], to assure that that 911 service is provided without any delays or any glitches, and that's going to require the two parties to fully understand what's going on between one another and notice *and coordination* is mandatory." Tr. 119-20.

The parties, and Staff, thus agree that SCC should provide advance notice to Ameritech Illinois that one of the CLECs it serves will transfer some or all of its 911 service to SCC. But the transition of 911 service does not end there, nor does the need to ensure public safety. In the period leading up to the actual change of 911 providers, the parties need to implement that change; further, Ameritech Illinois needs to work with the CLEC to amend their interconnection agreement so that it reflects the change in services that Ameritech Illinois will provide pursuant to that agreement. As Staff witness Gasparin recognized, in some cases the parties will require information that is in SCC's hands to conclude the transition effort. Tr. 110-11. Similarly, Ameritech Illinois witness Zaccardelli explained that advance notice alone is insufficient, because "anything could go wrong or anything could be amiss" during the transition phase that follows. Tr. 98. To take one example, offered by Ms. Zaccardelli, there may be a need to re-confirm that SCC will indeed take over as the CLEC's 911 provider: "Ameritech is looking for some type of proof that the customer now has been picked up and will be served; that is, actually being served by the other party [SCC] before Ameritech takes the customer out of its database." Tr. 96.

The issue here is what the rules are to be for that transition period. The Commission finds in favor of Ameritech Illinois, and holds that after SCC has provided notice that it has entered into a 911 arrangement with the CLEC, it must still be available to cooperate and furnish information and thus help ensure the smooth transition of 911 service. By contrast, SCC's position is that after providing the initial notice that change is coming, it should have no further responsibility to Ameritech Illinois: in other words, if Ameritech Illinois requests information from SCC (such as confirmation of the extent and location of 911 services to be transferred) SCC need not do anything. SCC's position does not serve the public interest, nor does it ensure the

"agreement and coordination between all the parties" (Tr. 111) that Mr. Gasparin recognized as necessary.

The Commission need not address SCC's argument that it would be inappropriate for Ameritech Illinois to be released of "*any* contractual obligations that Ameritech Illinois has as the CLEC's 911 provider." Ameritech Illinois explained that it does not necessarily seek to be released of *all* 911 responsibilities to every CLEC that SCC serves (unless SCC has taken over all of the 911 services Ameritech Illinois provided); rather, as Ms. Zaccardelli explained, Ameritech Illinois seeks only to amend its contracts so they correctly reflect the services that are (or are not) provided by Ameritech Illinois. Tr. 103. The extent of the release is a matter for negotiation between Ameritech Illinois and the applicable CLEC, not for arbitration here. All the Commission finds here is that SCC must be available to cooperate and furnish information during that negotiation process.

The Commission rejects SCC's argument that it should not cooperate in switching a CLEC's 911 service, because CLECs do not have to cooperate with Ameritech Illinois in switching an end user's ordinary phone service. The problems with that analogy are twofold: First, as SCC's own Ms. Clugy affirmed, "SCC . . . is not a typical CLEC." SCC Ex. 1-A (Clugy Direct) at 10. Second, as Ms. Zaccardelli pointed out at the hearing, 911 is no ordinary service (Tr. 99). There is a vast difference between the transition of phone service for a single end user, and the transition of 911 service for a CLEC that serves many end users. The number of end users affected, and the public interest in an orderly transition, are both far greater in the present case. The difference in scope and importance warrant the result reached by the Commission here.

The Commission is mindful of Staff's concern that SCC's duty to cooperate should be clearly defined. By finding in favor of Ameritech Illinois, the Commission does not intend that SCC serve as an agent or broker for Ameritech Illinois during negotiation of the interconnection amendment, as Gasparin originally thought and as SCC contends. Ameritech Illinois is to represent its own interest. The Commission finds only that SCC must be available during the negotiation process (and during any arbitration before the Commission) to "assist as reasonably appropriate in Ameritech Illinois efforts" (Am. Ill. Ex. 1, at 20) and "cooperate as reasonable with Ameritech Illinois" (Response to Petition, Ex. 2, at 2) during the amendment process. Cooperation does not mean acting as Ameritech Illinois's agent; it means acting in the interest of all parties, and the public, in facilitating a smooth transition.

III. Findings and Ordering Paragraphs

Upon due consideration of the entire record herein, the Commission hereby finds that:

(1) Illinois Bell Telephone Company d/b/a Ameritech Illinois is a telecommunications carrier certificated to provide local exchange and intra-MSA services in Illinois;

(2) SCC Communications Corporation is a telecommunications carrier holding certificates of service authority pursuant to 220 ILCS 5/13-403, 13-404, and 13-405, notwithstanding Ameritech Illinois's objections to the contrary;

(3) The Commission has jurisdiction over the above-referenced parties and subject matter hereof, notwithstanding Ameritech Illinois's objections to the contrary;

(4) The facts recited and conclusions reached in the prefatory sections of this Order are supported by substantial evidence in the record and are hereby adopted as findings of fact and conclusions of law;

(5) The Petition for Arbitration by SCC should be denied for the reasons set forth above.

(6) Ameritech Illinois's Response to the Petition should be granted for the reasons set forth above.

IT IS THEREFORE ORDERED that SCC's Petition for Arbitration in this proceeding is hereby denied, and Ameritech Illinois's Response to the Petition is granted.

IT IS FURTHER ORDERED that any petitions, objections or motions made in this proceeding that have not been specifically ruled upon are hereby disposed of in a manner consistent with the conclusions contained herein.

By written decision of the Hearing Examiners this ___ day of February, 2001.

Tendered: February 13, 2001

Respectfully submitted,

AMERITECH ILLINOIS

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I certify that I caused copies of the foregoing Ameritech Illinois' Post-Hearing Brief to be served on this 13th day of February, 2001, on the following persons by overnight delivery:

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